

1895-049

Lee Co.

Chancery Causes: Sarah J. Milbourn vs. William P. Wood et al

Hall, Poteet, Lawson, Duff, Collins, Absher, Brewer, Bishop,
Delp, Hurst, Shelburn, Graham, Fugate, Clawson, Sprinkle

1 Plat

CA-Contract Dispute
T-Property

-Deed

will, 12/11/1894, 12/11/1894

To the honorable H. S. K. Morrison Judge of
the Circuit Court of Lee County Virginia.

I humbly complaining your oratrix Sarah J.
William, widow of John William deced-
-ed, would respectfully represent and shew
unto your honor, that her said husband
departed this life on the day of
18 in the State of Texas; that her said hus-
-band on or about the 24th day of July 1860
and while a citizen of ~~Lee~~ ^{Lee} County, and
during the coverture, was the owner of
a valuable tract of land in said County, ali-
-ant 5-miles east of Jonesville, on both sides
of Powell's River, containing Eight hundred
and eight-acres, more or less, by purchase
from his father Andrew William deced.
A deed for said tract of land, to her said
husband, was prepared, but from some
cause or other never was executed by said
Andrew William. Said deed is herewith
filed as part hereof marked "A", and, as
your oratrix is informed, correctly sets forth
and describes said tract of land. Your ora-
-trix's said husband fully paid the purchase
money for said tract of land and went into
possession thereof, but, as before stated, the
deed was never executed, so far as your
oratrix knows, and the title remained in
the said Andrew William until her said

husband sold said land to purchasers in parcels, and the said Andrew Milhams then conveyed to her said husband's vendees at least youratrix is informed that was the case with some of them.

Youratrix is informed that Wm P Wood, Daniel Hall, Jacob F Pateet, Rial Lamson, Sarah Duff, Larina Collins, Job Pateet, John Hall, James Alsher, Andrew Breuner, Wm A Bishop, Wm Delf, Wm S Hurst & L. C. Shellhous are in the possession and claim to be the owners of said tract of land, but under what title they hold the same, or how much each owns, she is not able to state, nor does she deem it material, being advised that as her said husband became the owner and possessor of said tract of land and entitled to a deed for the same, during his lifetime, and during the coverture, he thus became seized of an estate of inheritance, in which she became entitled to dower, which right of dower has never been barred or relinquished.

The object therefore of this bill is to have dower assigned youratrix in said tract of land, and to this end she makes the said Wm P Wood, Daniel Hall, Jacob F Pateet, Rial Lamson, Sarah Duff, Larina Collins, Job Pateet, John Hall, James Alsher, Andrew Breuner, Wm

G. Bishop, Wm Delf. Wm S. Hurst, & L. C. Shillbourn
the parties defendants to this bill and asks
that they each be required to answer the same
an oath, and that on a hearing hereafter be as-
signed your oratrix in said tract of land.
And for all further and general relief
Sua issue directed &c. And your oratrix
ever pray &c.

Richmond & On
Complain

D. C. 12.71 to 4/1/1891
 " Cour. 3.70
 wit 2.08
 Co. 1.25
 Flm. S. 0.50
 M. S. 2.50
 A 15.00

accumulated costs
 HC 324
 MC 292
 \$616

vs 3 Bill in Chy
 H. P. Wood et al

1889/1 Apr. Rules Bill
 filed Apr executed
 on all depts except
 Cole, Shelburne & A.
 " 2 Apr Rules Cont'd
 " May Rules Cont'd
 " 1st June Rules Cont'd
 " 2nd June Rules Sp'd Ed
 as Deft R. L. Shelburne
 + D. A. A. note him
 July Rules Cont'd
 1st Aug. Rules D. A.
 August in most depts
 2nd Aug. Rules Cont'd
 set for hearing.
 1st Aug. Rules Cont'd
 1st Aug. Rules Cont'd

November the 13th
 1895 Decree final
 O Book Page, 283

Munsey Clerk \$2.92

To the Hon. H. K. Morrison
Judge of the Circuit Court
of Lee County Va:

The Demure, and joint and
seperate Answer, of Wm. P.
Hood, Daniel Hall, Jacob F.
Potter, Rial Lawson, Sarah
Duff, Lavinia Collins, Job-
Potter, John Hall, James Asher
Andrew Brewer, Wm G. Bish-
op Wm Delph, Wm S. Hurst
and L. C. Shelbourne, to a bill
in this Hon. Court against them
by Sarah J. Milbourne.

Respondents, say the plffs
bill is not, good and suf-
ficient in law and of this they
pray judgement of the Court &c

But should they be required
to answer further, answering
they say: It is true the plff is
the Widow of John Milbourne
deceased, and that they occu-
py lands, and own the same
in this County, but from the
plffs bill they can not say
whether or not it is the land
she claims, since she does not
specify any particular tract.

It is not true however that the
plff is entitled to dower in
any of these lands if indeed
she is to any. These respondent-
ents deny that she is so en-
titled to dower. They have heard
but do not admit it as a
fact, that Andrew Milbourn
the father of John, did own
at one time, most of the land
now occupied by these respondent-
ents, and that by some means
whether as tenant or owner ^{they}
do not know or admit, ^{which} put
the said John upon a tract of
about 210 acres near the ford of
Pawels river, and is the lands
now occupied by respondents Wm
Delp, Wm G. Bishop, James Asher,
Sarah Duff Rice Lawson Job. Robert
John Hall and Lavinia Collins.

Soon after this the said John swapped
or exchanged it is said with an
other brother for an other piece owned
by said Andrew, Milbourn, at the
present known as the Lewis place and
is said to contain about 411 acres.

This last tract contains within

its boundaries, the lands now owned
by respondent, W. P. Hood Jacob. L.
Potter & Daniel Hall & other owners
and some other lands not now in
litigation - An other brother Henry B.
Milbourne owned a tract now in the
possession of Hurst & Shelbourn, on the
South side of Powell's River near Shady
ford. And this tract he exchanged to
a place on Kane Creek, and then
exchanged the Kane Creek tract to the
said John for the Cicis tract, so that
it is not true that Hurst & Shelbourn
now or ever owned any land ever
held owned or occupied by the peff's
husband. The Kane Creek tract the said
John and the peff sold and conveyed
to one Wright-Stickley, so that the peff
has had full benefit of all the dower
she ever owned. If this is the fact of
the case, (while your respondents do
not admit how it is but calls on
the peff for full proof of her claims,
it will be seen that the peff is not
nor could not claim dower in three
separate tract-exchanged the one
for the other. They are advised that a
Court of equity follows the substance
and that, there can be only one of

said tract, subjected to the claim of dower - This they claim is the last one owned and that the plaintiff having conveyed that she is now bound as to the others. But if mistaken as to that then they are advised she can only claim in one of the others and she must elect which.

But they do not any of them hold from & under the said John, but in most cases directly from Snelwa Melbourne, ^{who} never did convey to the said John but to their respondents, and their vendors, so they deny that said John ever had any legal title to said land, and if he ever had any equity it is more than the plaintiff shows, and they deny that he did have any equitable title to any of said land, & call upon the plaintiff for proof of the same. But if the facts turn out that these were all exchanges of Snelwa Melbourne who owned the same, or if by the said John only one tract can be held liable for that is all he could in the strongest view be said to own, otherwise he did not own anything.

X She (the plffs) Contingent dower if it
 ever vested, passed on to, and re-vest-
 ed in the successive tracts or remain
 in the first as she may elect - but
 not in all for that would give
 her a life estate greater than the fee.

Since the said Anselmo Milbourn
 conveyed these lands they have gone into
 various hands, have been cleared and
 greatly improved, houses & barns built
 upon them, and more than quadrupled
 in rental value - And should the plff
 show herself entitled to dower these
 respondents pray that she be allowed
 only interest on one third the original
 purchase money in lieu thereof.

But aside from the above facts, these
 respondents charge that the said John
 died in the state of Texas, the owner
 of a sufficiency of real estate there
 to compensate the plff for dower and
 that she has had & received from said
 estate ample & sufficient satisfaction
 for any supposed dower in her
 bill mentioned. And they are advised
 that such is a sufficient answer to
 her demand here made. They therefore
 allege that she has received ample
 compensation there for the dower claimed here

But should respondents be in any-
wise mistaken as to their defense here
in before stated - they further say that
they are informed, believe and charge
that John Milburn, the husband of the
plff departed this life more than ten
years before the institution of the plffs
suit - and that for all this time and
many years before the said John's
death, they and those under whom they
claim have held these lands here sued
on claiming them as their own, openly
adversely continuously and uninterruptedly
and notoriously for that time, which they
are advised bars the plffs action, and
defeats her supposed claim. They there-
fore answer the plffs bill by the statute
of limitations as a bar to the plffs de-
mand & rely upon its wholesome pro-
visions to defeat a claim questionable
at any time - manifestly unjust
towards persons having purchased and
fully paid a fair & full price for
the property & holding the same for
such a long period - and having now
fully answered they pray to be dismissed
with their costs.

Sewell & Paine

Virginia Lee County to wit:

This day Daniel Hae, Jacob H. Oat
Anselm Breuner, ~~Wm. H. H. H.~~, James Al-
sher, M. G. Bishop, ~~Wm. H. H. H.~~

personally appeared before me to
undersigned and made oath that
the facts stated in the foregoing answer
so far as made upon their own
information, are true and so far
as made upon information de-
rived from others they believe them
to be true. Given under my hand
this

day of Sept-1887

J. H. H. H. attce

Jacob F. Pottery

Adm. Sumner
O

Sarah Milbourne

Filed in open
Court by leave
thereof Sept. 3rd 1887
J. F. Pottery

Serrah J. Milbourne, Plaintiff.

Against--(----In-----Chancery.

W. P. Wood, etal., Defendants.

On motion of the Plaintiff and for reasons appearing to the court this cause is dismissed.

Sarah J. Milhourn

vs { Decree Final

W. P. Wood et als.

Q. B. C. 283

Enter this Decree

W. P. Wood

Nov 13th 1895

Sarah J. Millesum Plaintiff
against-
The Wood et al Defendants } Chancery.

By consent of the parties, in this cause, the order entered at the September term 1890, making this a vacation cause is set aside, and thereupon the cause came on to be heard upon the bill of the plaintiff and the exhibit therewith, the demurrer and answer of the defendants with joinder in said demurrer and replication to said answer, the depositions of witnesses and the agreed facts, and was argued by Counsel. On consideration thereof the said demurrer is overruled, and the Court being of opinion that the plaintiff is entitled to dower in one of the tracts of land exchanged by her husband, John Millesum deceased, and his brother George B. Millesum, and that she has the right to elect in which of said tracts she will take her said dower, but is not entitled to dower in the Crane Creek or Wright Stickley tract. The plaintiff thereupon, by her Counsel, elected to take her dower in the Ferry place, which is the place exchanged by her said husband with his said brother for the Cecil place. It is therefore adjudged, ordered and decreed that the plaintiff recover her dower in the said Ferry place, ~~and also in any part of said place, if any, not exchanged by her said husband~~ as aforesaid. And on the application of the defendants the Court grants them relief under the

Exchanged

Statute of Virginia, against said recovery in
kind, upon condition that they pay to the plaintiff,
during her life, lawful interest, from the Commence-
ment of this suit, on one third of the value of the
said real estate, at the date of the death of her said
husband, deducting therefrom the value of such per-
manent improvements, then existing ^{on said real estate,} as may have
been made by the alienees of her said husband,
or their assigns, after the alienations by her said
husband of said real estate. And it is further ad-
judged, ordered and decreed that J. A. G. Hyatt,
who is appointed a Commissioner for the purpose,
do ascertain and report to this Court, what land
is embraced in the Ferry place, ^{as decreed} the quantity thereof
and who is in the possession of the same, and
the quantity in the possession of each owner ^{or claimant,} and
the value of each parcel of said tract of land at the
time of the death of the husband of the plaintiff, de-
ducting the value of such permanent improvements
then existing, on each parcel, as may have been
made by the alienees of said husband, or their assi-
gns, after the alienation of said land by said husband,
and what is the one third of the value of each parcel
of said tract, after the deduction aforesaid, on which
the plaintiff will be entitled to interest as aforesaid,
and who is to be charged with said interest.
Said Commissioner will, before acting under this
decree, give to each party, in interest, reasonable

notice of the time and place of his sittings, and will report upon the matters herein directed, together with any other matter deemed pertinent by himself or required by any of the parties. And the Cause is continued. And on motion of the defendants who suggest that they feel aggrieved by this decree and intend to appeal therefrom it is ordered that a stay under this decree by said Commissioner be suspended for Sixty days.

Danah Millhoun

vs { Decree No 1.

Wm P Wood et al

ending 203.

page 331-2

A. C. Hyatt

Entered this decree

H. S. M. C.

April 30 1891.

Sarah J Milbourn
against-

Plffs

In chancery.

Wm P Wood et als

Defts

By agreement of the parties this cause
is made a vacation cause, and the de-
-cree rendered therein is to be as effective
and binding as if rendered in term.
And the cause is continued.

Sarah J. Milhouson

05 { Order

Wm P. Wood et al
Entire Page 289.

Enter this Order,
H. S. M.

Sept 4th 1890.

Sarah J. Milburn

Dear

Wm. D. Wood et al.

Upon the calling of this cause
the defendants were allowed to file
their demurrer and answer, upon
which you was taken as to the demurrer
with general replication to the answer
and the cause continued.

L. F. M. L. M. M.
v. 3. Viceroy
M. D. M.

Enter Sept 5/84
H. S. M.

Enter Clay & B.
page 223.
G. S. M.

Richmond
v.

7

1st

The depositions of John P. Graham
Jeremiah Fugate, W. R. Clawson,

taken at the Clerk's office of the Circuit
Court of Lee County Virginia, on the
19th day of February 1870 to be read
as evidence on behalf of plaintiff in
a certain suit in Chancery now
pending in the said Court; in which
Sarah J. Millhourn is plaintiff and Mr
P. Wood & others are defendants.

Present plaintiffs and defendants counsel.

The said John P. Graham a witness of
lawful and being duly sworn deposes

Question by Plff.

Please examine the paper marked Ex-
hibit "A" with plaintiffs bill and
state anything you may know, of
its origin, and as to who was its author.
This question is exceptive to, the writing
explains itself and no parol testimony
can be given to explain it. Besides
the paper referred to is not signed or
therefore no more than blank paper.
Surrey & Underwood

Ans.

I was called on by John Millbourn about
the ^{year} 1860 to survey a tract of Land
situate near the ferry landing of

of Powell's river about five miles east of Jonesville along the Lincolnton road where the said road crosses the Powell's river said John Millburn asked me to survey said tract of Land for the purpose of having his father acknowledge a deed to him for the same and I did survey said tract of land as laid out in the exhibit A and prepared said blank deed all of this was done at the request of said John Millburn, I never heard Andrew Millburn his father utter a word with reference to this matter at any time the reason why said Andrew Millburn has never acknowledged said deed I do not know

So much of the foregoing answer as details what John Millburn said is accepted as in-admissible & not responsive

Servant & P

Ques. Please state whether or not John Millburn was in possession of said boundary of land, or living on the same at the time you made said survey?

Ans

He was

Ques Was he claiming said land as his own?
Ans This is objected to.
Surrendered

Ans He claimed the said tract but I do not know how he acquired said claim

with claim 500 \$ And further this witness saith not.
John P. Graham

Jeremiah Hugate another witness of law-
ful age and being duly sworn deposes
and says.

Ques. Please state where you lived in July 1860
and how long you resided at that place?

Ans. I lived on the west side of Powell's
River at the ferry place on the
Freemantle Road about 5 miles
East of Jonesville, and lived
there seven years. on John
Milbourn's land, at least I
prevented from him.

Ques. State whether or not John Milbourn at that
time owned, or was in possession of,
the tract or homestead of land described
in Exhibit "A" with plaintiffs bill?

Ans. John Milbourn lived on ^{the East of} one side
of the River and I lived on the
other side - he cultivated and claimed
and controlled the land on both sides

+ running with the Road on the west side
of the River, but I cannot state
as to any particular boundaries.
And further this witness saith not

wit claim

50th

Jeremiah ^{this} Frigate
mark

Wm R Clauson deposes & says.

Ques.

State anything you may know of John
Milbourn purchasing from Andrew
Milbourn a tract or boundary of land
in this County?

Ans.

I don't know any thing about it my-
self, ^{that is as to the trade} John Milbourn lived on
a certain boundary of land, ^{Situated} on
both sides of the River; claiming
it as his own, I cannot describe
the boundary particularly, he claimed
the Chrisman tract lying on the
East side of the River, known
as the Ferry place, and also claimed
a boundary on the west side,

Ques.

Please state what you may know of
the extent &c of the boundary claimed
by John Milbourn on the west side of
the river? and how you derived your
information?

Ans.

I cannot state as to the extent of his
claim, my understanding was that
John Milbourn asked up ^{the Ferry} to George

Milbourne line, but I do not now remember how I got my information.

Ques

State the length of time John Milbourne was in possession of the said boundary of land as near as you can. Cultivating the same, If he did cultivate it?

Ans.

I cannot state the precise time, but he lived on said boundary some where from 6 to 8 years.

Crop Examined.

Do you or not know the fact that John Milbourne, swapped or exchanged the Chrisman tract and the piece he claimed to own on the west side of the River to George B. Milbourne a brother for the Cecil tract now so called and that George moved to the Ferry place & John to the Cecil place?

Ans.

I learned from George and John Milbourne that they did so swap or exchange land and they moved, George to the Ferry place and John to the Cecil place. George sold the Ferry place, and John never asserted any further.

claim to said Ferry place, that I ever heard of.

Ques 2. Do you or not know the further fact that John Milburn after living on the Cecil place for several years swapped or exchanged the last named place with an sister Brother Henry B. Milburn for the place on Cane Creek now owned by Wright Stickley?

This is objected to because intended to contradict the deed between the parties. The deed to John Milburn for the Cane Creek place is the best evidence of the nature of the trade and can not be contradicted by parol evidence?

Ans. for Plff.

Ans I was so informed, by John and Henry B. Milburn, and John Milburn moved on to said farm, now owned by Wright Stickley and lived there until he left this County.

Ques 3 Is or not Hurst & Shelburne now in the possession of any land ever owned or claimed by John Milburn?

Ans I do not know the boundary, nor do

I know of them being in possession
of any land on the west side of
Dawells River.

witnessed further this witness saith not.
500 J.

Wm. R. Lawson

Ques. George W. Sprinkle a witness &c deposes & says.
There did you live in the year 1860 and
how long did you reside there?

Ans. I think I lived on John S. Barrons
land, about one mile from
The Ferry on Chrisman's farm,
and moved from there to Andrew
Barrington's place, and from
there on to John Milbourn's place
and took a lease, on the west
side of the River, I moved on
Milbourn's land the year before
the War.

Ques. Did you or not hear a trade between An-
drew Milbourn & John Milbourn by which
Andrew sold his son John some land, and
if so when & where was it, Tell all about it.

Ans. I was present at the house where
Mr. Delph now lives, at the Ferry
place, where John Milbourn then
lived and heard Andrew Milbourn
and John Milbourn make a land

trade Andrew Milbourn was sitting on his horse, Andrew Milbourn sold John Milbourn a boundary of land on the west side of the River known as the Yeary and Floyd Chrisman tracts of land. John Milbourn put "Black Tom" in at a thousand dollars, I don't know whether he paid him any more at that time or not, he gave his note for 500\$ as well as I now remember, this land is the same on which I took the lease of John Milbourn, this took place some where between 1855 and the time of the late war.

Ques. Did or not the said John Milbourn use and occupy said land as his own after this trade, and if, so how long?

Ans. He did occupy and use it up till the war came up, and after that time I cannot state.

Ques Was or not the said John Milbourn at the time of his said purchase, on the west side of the river, in the possession of the Chrisman land on the East side of

(9)

said river and if so did he claim it as his land?

Ans - He was in possession of the land on the East side of the River known as the Chrisman place, and claimed it as his land.

Ques. Have you heard Exhibit "A" read, and does it or not properly describe the boundaries of the land purchased by said John Milbourn from his said father, on the west side of the river and that claimed by him on the East side?

Ans - I think it does, except I don't think ^{it} includes the Floyd Chrisman land on the West side of the River below the ~~road~~ ^{cross} ~~road~~ ^{examined}.

Ques 1 Who now owns the Floyd Chrisman land on the west side of the river and on the South side of the Main road?

Ans I suppose Pat Daugherty owns it at this time.

Ques 2 Is he one of the son-in-laws of the plaintiff Mrs Milbourn?

Ans He is.

Ques 3 If as you say John Milbourn paid \$1500 for the whole tract

on the west side of the river
how much of that sum, was the
Pat Daugherty price worth at that
time compared with the price
paid?

Ans. I cannot tell exactly, but estimate
it as being worth about 4000 as
compared with the entire price,
paid for the tract on that side
of the River.

Ques 4 Is it not a fact that the Chris-
man land on the left hand side
of the road as you go west is
worth more than that on the right
hand side and was worth more
at that time?

Ans. It is and was.

Ques 5 Please begin and describe the
land, sold commencing the Begin-
ning & go on round?

Ans. I cannot do that.

Ques 6 How then can you tell that the
paper read in your hearing
properly describes it?

Ans. I do not know that the paper
calls for the proper boundaries, but
in my former statement I supposed
that it called for the proper boundary.

Ques 7 Do you not know the fact that John Milbourn swapped or exchanged this piece of land on the river which you have been speaking about to George B. Milbourn for what is known now as the Peicil place?

Ans I do not.

Ques 8 Has not the land on the west side of the river, said by you to have been purchased by John Milbourn been greatly improved cleared & houses built upon it since John Milbourn left it?

Ans It has.

Ques 9 How much cleared land was there at the time of the track on said boundary on the west side of the river?

Ans. I don't know how much, but think there was about 75 acres.

Ques 10 On which side of the road was it?

Ans. It was on the left and right going west, but the most of it was on the right.

Ques 11 How many acres as near as you can tell, in the whole boundary so sold as you say?

Ans - I have but little idea, but suppose there was 6 or 7 hundred, I don't pretend to say how much.

Ques 11 You say the trade was made while Andrew Milbourne sat on his horse was the negro, Tom, then delivered and the note executed at that time?

Ans - The negro was delivered but the note was not executed in my presence.

Ques 12 When was & where was it executed?

Ans - I cannot state, it was agreed between them that he was to give this note, but I do not know whether it was even done or not.

Ques 13 Do you know whether it was ever paid or not?

Ans - I do not.

Ques 14 What year did you state you lived at John Barren's?

Ans - I think it was the year 1860.

Ques 15. ~~You then say~~ How long did you live at Andrew Baumgardner's before you moved to Milbourn's?

Ans Five or six months.

Ques 16 That then was in the year 1861 what time of that year did you leave Baumgardner's and go to Milbourn's?

16. ¹³ ~~14~~ ^{Ans} I think it was in the winter season as well as I can recollect.

2us 17 Had you any acquaintance with this land before you lived at John G. Barrons?

Ans I had.

2us 18 In what year was the Trade made spoken of by you?

Ans - It was made before I lived at Barrons. I reckon about 2 years before.

2us 19 Where did Samuel Milbourn then live?

Ans He lived where Filmore Litton now lives about $1\frac{1}{2}$ miles from the Ferry East.

re examined

Ques. Where does the ^{the} ~~the~~ Yeary land purchased by John Williamson lie with reference to the river, and with reference to the Chrisman land that lies west of said river?

Ans It lies on the west of ^{the} River and North of the said Chrisman land

Ques Does it or not constitute the greater portion of the boundary purchased by said John Williamson west of the river?

Ans It does.

Ques. Who ^{now} owns and occupies the said land
purchased by John Williamson west of the river?
Ans. James Absher, Sarah Duff, Kim
Potter who recently purchased
from one John Otall, Jacob A.
Potter, Andy Bruner, these are
as far as I now call to mind
And further this witness saith not.
wit claim George ^{his} W. Sprinkle
58 D. Locket mark

The foregoing depositions were
taken before me, subscribed and
sworn to before me by the witnesses
in due form, at the time and place
and for the purposes mentioned in
the caption. Given under my
hand this 19th Feby 1890.
J. A. Hyatt Clerk

Sarah J. Milbourn
vs ~~Wm~~ Deho.

Wm D. Wood et al

Taken before me
as Comm & filed
Feby 19th 1890.

J. A. Hyatt

Sheriff	80 ^c
wit	2.08
Comm	3.75
	<hr/>
	\$6.63

This deed made this the 30th day of July 1880
between Rial Lawson of the first part and Lucinda
Delf the wife of W^m Delf of the second part all
of the county of Lee and State of Virginia.

Witnesseth that the said Rial Lawson in con-
sideration of a deed made this day by Lucinda
Delf to Rial Lawson, of all the lands once
conveyed by said Rial Lawson to the said
Lucinda Delf. (Then Lawson). The said Rial
Lawson doth by these presents grant bargain
and sell deliver, and convey unto the said
Lucinda Delf and her heirs a certain tract-
or parcel of Land lying and being in the
county of Lee and State of Virginia being
all of a certain tract, Henry Milburn
conveyed to James Moneyhon and Moneyhon to
said Lawson, and a portion of a certain
other tract conveyed by Andrew Milburn
to James Moneyhon, and James Moneyhon
to Rial Lawson, containing one hundred &
Twenty Acres be the same more or less,
and Bounded as follows to wit:

Beginning, in the center of a Spring
on the bank of Station Creek. thence N $44\frac{1}{2}^{\circ}$
E. 40 poles to a stake near the orchard fence. thence
with said orchard fence N $7\frac{1}{2}^{\circ}$ W. 31 poles to a
stake at the road near the draw-bars thence N 82°
E. 48 poles & 12 links to a stake in the middle of the

Dike road and in the line that divides the
Agnes Laya farm and the Said Kial Lawson's
farm, thence with said line N. 10° West - (the
old course 12 West) 125 poles to a stake between a
cedar and dogwood, thence S. 64° W. 12½ poles to a
stake near the crook of a fence, thence with the
said fence N. 18° W. 39 poles & 6 links to a lock of
three fences supposed to be John Jesse's corner, and
with said Jesse's line N. 76° W. 22 poles to a down
corner but near two black oaks on said Jesse's
line and with the same N. 81° W. 140 poles to
a large poplar, thence leaving said Jesse's line
S 11° E. 35½ poles to an oak on the bank of the
River and near a spring that rises at low tide
in the bed of said River (Powel) thence down and
with the several meanders of said River to the
mouth of Station creek, courses shown in plat.
thence leaving said River S. 56° E. 30 poles & 14
links to the beginning. To have and to hold
said lands except so much as will be necessary
to give said Kial Lawson a free pass and wagon
road up Station creek on the North East bank
to his other lands and so much of said lands
as will probably be held by a claim that Geo.
Crabtree pretends to hold, with all and singular
the appurtenances Ferry boat & fixturs with all
the right title and interest that was convey to
me by said Moneyhon if said boat and landing

to the said Lucinda Delp and her heirs forever
and the said Rial Lawson doth covenant that
he has been lawfully seized, and have a good
right to convey the said lands. That it is unim-
cumbered and that he will warrant generally
the title.

In witness I have hereunto set my hand
and Seal This day and date above written

Rial Lawson

Seal

State of Virginia

County of Lee To wit

I Henry C. Joslyn a Justice of the Peace
for the County aforesaid in the State of Virginia
do Certify that Rial Lawson whose name
is signed to the writing hereto annexed
bearing date on the 30th day of July 1880.
has acknowledged the same before me
in my County aforesaid.

Given under my hand & Seal this 2nd
day of August 1880

Henry C. Joslyn J.P. Dec 3

Virginia, Lee County Court Clerk's Office,
Aug 3rd 1880.

The foregoing deed from Rial Lawson of the
one part to Lucinda Delp of the other part
bearing date July 30th 1880 is admitted to re-
cord upon the Certificate of Henry C. Joslyn a
Justice for said County. Teste H. R. Stickley C. C.

Rial Lawson
 To } Deed

Lucinda Delph.

Recorded in
 Deed Book No.
 19 page 113.

H. R. Estlin & Co.

to 120-
 of 1.00
 2.25-

(Paid)

Am, 1855



This Deed Made this 24th day of July 1860.
Between Andrew Milbourn of the first part and
John Milbourn of the other part Witnesseth that
The said Andrew Milbourn for and Inconsideration of
The sum of Four thousand Dollars to him in hand paid
The Receipt whereof is hereby Acknowledged hath
Granted sold and conveyed unto John Milbourn
a certain Tract or parcel of Land containing Eight
hundred and Eight Acres without further Measurement
Lying in Lee County Virginia five Miles East of
Jennville on Both sides of Powell's River and Bounded
as Follows Beginning on a Large Poplar S 87 E 40 poles
to a Beech and Hornbeam N 45 E 16 poles to a Beech N 33 E
6 poles to a Stake N 12 W 230 poles to a Stake S 65 W 49 poles
to a hickory and Dogwood on a Stony point N 52 E 19 poles
to a white oak N 27 W 24 poles to a Black oak S 82 W 16 poles
to Warner's Stake S 73 W 70 poles to a water oak on the Bank
of Powell's River N 66 W 200 poles with the Meanders of
the River to 2 poplars a Birch and Sugar tree at the
Mouth of the Board Hollow a corner to George B. Milbourn
N 82 W 24 poles to a water oak S 85 W 32 poles Elm S 75 W 8
poles to a Beech in said Hollow S 33 W 38 poles to a Beech
in said hollow S 71 W 50 poles to a hickory on a hill side
N 86 E 24 poles to a chestnut and Gum S 45 E 44 poles to a
small white oak near a Spring S 15 E 160 poles to a
Stake in the Road S 70 E 51 1/2 poles to a Stake in the
Road South 164 poles to a white oak on the Bank
of Powell's River S 80 E 160 poles with the Meanders
of the River to a Stake North 80 poles to a Beech on
on the South Bank of said River N 68 E 37 poles
to a white oak N 59 E 15 poles to a Beech N 50 E 29 poles to a
Black oak S 36 E 13 poles S 35 E 6 poles to a Sugar tree S 69 E 17
poles to a Large poplar the Beginning

With its Appurtenances To Have and To Hold
unto the aforesaid John Milbourn and his heirs
forever and the aforesaid Andrew Milbourn
Warrants the aforesaid Land Generally
Witness the following Signatures and Seals

Signed sealed and
Delivered in the presence of

Seal
Seal

180	195-
150	125
110	122
37	125
480	497
497	497
860	
300	97
175-	75
1937	900
977	900
2914862	150
1162	

W. H. H. H.

John Milbourn
 From } Seed

Andrew Milbourn

This Deed made this 26th day of February 1872
between William Warner, John Warner
and Patten F. his wife Jane J. Warner
and John Milburn and Sarah his
wife of the first part of the County
of Lee and State of Virginia, and
Wright Stickley of the County and
State aforesaid, Witnesseth, that
whereas Ira Warner at his death
was possessed of a certain tract or
parcel of land lying in said County
on the head waters of Gane Creek
conveyed by Charles Daugherty and wife
to the heirs of said Ira Warner by deed
bearing date the 1st day of December
1866 and now of record in the clerk's
office of said County which tract
or parcel of land descended to the
said William Warner and the said
Patten F. Warner now the wife of John
Warner the only heirs of Ira Warner, subject
to the dower of the said Jane J. Warner the
widow of the said Ira Warner decd and
whereas the said William and John Warner
have made partition of the said tract
or parcel of land by a division line
hereafter set forth as part of the lines
of the moiety hereby intended to be conveyed
and the said William Warner afterwards

sold his moiety of said tract to John Williams
 and he sold the same with the lands herein
 after mentioned to Wright Stickley for the
 consideration of Twenty four hundred
 dollars the receipt whereof is hereby ac-
 knowledged, Now therefore in consideration
 of the premises above named the parties of
 the first part do hereby grant sell bargain
 and convey unto the said Wright Stickley
 the ^{said} moiety of the said tract of land with
 all its appurtenances supposed to contain one
 hundred and eighty five acres and
 bounded as follows - Beginning at
 two markers on the North side of the Chest-
 nut Ridge on or near the original line
 made as the beginning corner of the par-
 tition line and thence North 85 degrees 15 minutes
 East 300 feet to a stone
 and a white oak thence North 75 degrees 15 minutes
 East 100 feet to a gate thence North 75 degrees 15 minutes
 East 100 feet to the side of the house on
 the North side thence North 75 degrees 15 minutes
 East 100 feet to the North side of the house
 of survey which is also the line
 of the said land thence North 75 degrees 15 minutes
 East 100 feet to the top of the house thence
 South to a white oak thence North 75 degrees 15 minutes

[illegible]

report of said commissioners as follows.
Beginning on a stake on the west side
of a gravelly ridge near a spring head
corner to said Willbourn land also a
corner to the tract laid off and assigned
to Martha R. Cole and with the line
of the same at 1115 2/3 poles to a stake
by the road thence at 19 1/2 poles to a gum
tree at 27 1/2 poles to a stake
on the top of the P. or Tally Ridge
thence along the top of the same 85
1/2 poles to two chestnut oaks and
a locust on the top of said Ridge
corner to Willbourn land and with
lines thence at 20 1/2 poles to a hickory
in a field at 32 1/2 poles to a gum
thence at 36 poles to a double
dogwood in a hollow at 50 1/2 poles
to a white oak by a cane at 60 poles
to a white oak now gone thence 80
1/2 poles to the Beginning as shown
in said report by figures 21. 22. 23. 24.
25. 26. 27. 28. 29. 30. The said portion
of the first grant conveyed generally
the first tract or moiety herein
conveyed except Mrs Jane J. Warner
she only conveyed her right of conveyance
in the said moiety as the widow

of the said ^{John} Warner and the
said ^{William} Warner and wife bought
generally the last season to wit herein
Compared Witness the following signa-
ture and seals

John Warner
William Warner
John Warner
Sarah ^{John} Warner
John Warner
John Warner

Lee County Court Clerk's office the 22 day of
February 1872. The foregoing instrument
being an acknowledgment of the purchase
of land in Lee County Virginia made by
John Warner and wife to John Warner
and wife the said John Warner and wife
being personally known to the Clerk of the
Court and the said John Warner and wife
being known to the Clerk of the Court
for all of Lee County Virginia now this
acknowledgment is before me by the said
William C. Warner John C. Warner John
Warner and Sarah John Warner to be
their act and deed for the purposes there
mentioned and the said Sarah John
Warner of the said John Warner and wife
is known by me personally separate and
apart from the said John Warner and
acknowledges the same and is known to
me to her acknowledged that

she had willingly signed and executed
the same wished not to retract it and
said deed being duly stamped is
admitted to record as to them.

Tested as W. Orr Clerk

Lee County Court Clerk's office the 20th day of
July 1872. The foregoing indenture of
Marion and John Wilbourne between
Mr. R. Warner & John A. Warner & Catherine
his wife Jane J. Warner - John Wilbourne
and Sarah J. his wife of the one part and
Knight Stickle of the other part all of
the county of Virginia was this day acknowledged
before me in the said James Warner
wife of John A. Warner to be her act and deed
for the purposes therein mentioned and
she the said Catherine being examined
by me privately separate and apart from her
said husband and having the deed afore-
said fully explained to her acknowl-
edged that she had willingly signed
and executed the same and wished
not to retract it and said deed being
duly stamped is admitted to record as
to her.

Teste James W. Orr Clerk

Lee County Court Clerk's office the 21st
day of October 1872 The foregoing deed

from Wm H. Warner et al of the one part
and Wright Stickley of the other part all
of Lee County Virginia was this day re-
cognized before me by the said
James J. Warner to be his act and deed
for the purposes therein mentioned and
is acknowledged to record as to her-

Teste James W. Orr Clerk

Attest of the record

Teste John C. Gaborn Clerk

2 Wright Stickley
Tracy copy of Deed

Mr E. Warner et al

Deed Book 12 p 66-67

Filed as evidence by
Sarah J. Wilbourn ^{Piff} 28
Mr P. Wood et al Deeds
in copy with
Crr atty for Piff

Jan 12-5

This deed made this 27th day of October 1882 Between
Rial Lawson Jr. of the first part, and France Slagle
of the second part, both of the county of Lee State of
Virginia witnesseth that said Rial Lawson for and in
consideration of the sum of Five hundred and
twenty dollars to him in hand paid and secured to
be paid (\$250.00 by the first day of January 1883 and \$270.00
by the 1st day of January 1884 with interest on each sum
from Oct 17 1882) the receipt of which is hereby acknowl-
edged. The said Rial Lawson doth by these presents
give grant bargain sell deliver and convey unto the
said France Slagle a certain tract or parcel of land
lying and being in said county of Lee, and on the
east or South Side of Powell's river near "Mulbarnes ferry"
and is a part of the tract of land conveyed to said
Lawson by James M. Mumfournier and is bounded
as follows to wit Beginning at a Stake in a Spring
on Station Creek a corner to W. Depts & W. G. Bishop, and
thence with said Depts line N. 44 $\frac{1}{2}$ E 10 fathoms to a Stake
near the Orchard fence, thence with said Orchard fence N.
11.21 fathoms to a Stake at the road near the draw bars, thence
N. 82 E. 48 fathoms and 12 links to a Stake in the middle
of the main pick road in a line of the late A. C. Lyles

farm, thence with a line thereof S 10 $\frac{1}{2}$ E 90 fathoms to a
Stake in the middle of said stream creek, and thence
with the middle of said creek as it meanders about
113 fathoms to the Beginning containing 28 $\frac{3}{4}$ acres
be the same more or less To have and to hold the same
with all its appurtenances unto the said France Sledge
and his heirs forever. and the said Rial Lawson
hereby covenants that he will warrant generally
the title to the land hereby conveyed. And the whole
of the purchase money being unpaid the said Lawson
hereby retains the vendors lien until the same is
fully paid, Witness the following signatures & Seal.

Rial ^{his} Lawson Sr. (Seal)
_{mark}

Virginia Lee County Court.

I Henry J. Morgan a commissioner in chancery
of the circuit Court of Lee County the same being a Court
of record do certify that Rial Lawson Sr. whose name
is signed to the foregoing deed, dated Oct the 27
1882 personally appeared before me in the said County
and acknowledged the said writing to be his act & deed.
Given under my hand this 27th day of October 1882.

Henry J. Morgan Comr.

Virginia, Lee County Court Clerk's Office Nov. 1. 1862.

The foregoing deed bearing date Oct. 27th 1862, between P. L. Lumsden of the first part, and France Shagle of the second part, both of Lee County Va., was this day admitted to record upon the certificate of Henry Parker, a commissioner in chancery for the Circuit Court of Lee County Va.

Teste John R. Gibson Clerk

Franco Slagle

From } Deed - 28³/₄ acres

Rial Lawson St.

Recorded in Deed

Book 1 p. 11 Page

699 70

John W. Gibson Clerk

D. 1.00

C. 1.25

Paid. \$2.25

Virginia, Lee County Court's office the 6th day of Oct. 1877. The foregoing deed from J. M. Moneyburn & Almira
his wife, of the one part, to Rial Lawson of the other part, all of Lee Co. Va. was this day admitted to record upon the
certificate of H. J. Morgan, Clerk, in Chancery for the Circuit Court of Lee Co. Va.

Teste R. H. Orr Jr. D.C.

This deed made this 5th day of May 1877.
between James M. Moneyburn and Almira Moneyburn his wife of the first part, and Rial Lawson of the second part, all of the County of Lee and State of Virginia. Witness that the said James M. Moneyburn & wife, for and in consideration of the sum of Three Thousand five hundred dollars paid and secured to be paid as herein after stated, doth by these presents bargain sell deliver and convey unto the said Rial Lawson two certain tracts or parcels of land lying and being in said County of Lee One of which contains 175 acres be the same more or less and was conveyed to said Moneyburn by Andrew Milbourne and wife by deed dated February the 17th 1877. The other of which contains 36 1/2 acres be the same more or less, and was conveyed to said Moneyburn by Henry Milbourne & wife, by deed dated May the 4th 1877. And the first of which tracts is bounded as follows to wit Beginning at a stake in the first line of the original survey, thence S 65° W. 39 poles to a hickory and dogwood, on a strong ridge, thence S 20° W. 87 poles with the original line to a Beech Hickory and Sugar Tree on the bank of the river, thence S 22° E. 42 poles to a stake on the original line, near the mouth of the Creek thence S. 27 1/2° W. 14 poles to a Beech, on the bank of the river, thence with the meanders of the river S 45 1/2° W. 13 poles, S 2° W. 18 poles. S. 12° E. 14 poles.

S 17° E 12 poles, S 27° E 16 poles, S 22° E 12 poles, S 38°
E 12 poles to a Beech on the bank of the river
thence leaving the river, N 68° E 37 poles to a white
Oak, N 59½° E 15 poles to a beech, N 50½° E 29 poles to
a black Oak, S 36° E 13 poles to a hickory, S 35° E 6 poles
to a Sugar tree, S 69° E 17 poles to a large poplar
thence S 87° E 40 poles to a beech and Hornbeam
an original corner, thence N 45° E 16 poles to a
beech, thence N 33° E 6 poles to a Stake at the south
end of the dividing between Alfred Lord and
M^cElroy. Thence with said dividing line N 12° W
230 poles passing a large Sugar tree in a field to
a Stake at the north end of the said dividing
line the beginning corner of this survey, including
the Ferry and Landing on the West or north side
of the river, and also including the fish trap
on the lower part of the tract. The other of which
tracts is bounded as follows, To wit Beginning on
an ash and Oak and running thence to a poplar
white Oak & white Walnut, called for in the deed
from Ira Warner & wife to Henry Milburne, thence
S 81° E 140 poles to two white Oaks, a walnut and
double dogwood, S 20° poles to a Stake, S 84° W 70 poles to a
large Oak on the bank of the river. Thence up the
river as it meanders to the beginning. To have
and to hold said two tracts or parcels of land with
all their appurtenances unto the said Rial Sanson
and his heirs forever, and the said Moneyham & wife
do hereby covenant that they have good right & title

to said land that it is not encumbered and that they will warrant generally the title to the same.

The land hereby conveyed was first sold by the said Monaghan to Judson N. Hatcher and before the purchase money was fully paid and the title to the said Hatcher sold the same to the said Real Sawson, and at the request of said Hatcher this deed is made directly to said Sawson. And the said Real Sawson in payment for said land has paid to said Hatcher \$400.00 in cash, has executed to him his note for \$500.00 due January 1-1880, and and he also paid him 16 Hogs at \$59.20 and a gray mare at the price of \$125.00 And the said Sawson also assigned to the said Hatcher a note on L. S. Fulkerson for \$600.00 two notes on G. B. Wallen upon which there is a balance now due of about \$794.05, a note on A. J. Hukam on which there is a balance due of about \$56.39, a note on G. W. Thompson for \$345.00 with interest from Dec. 25th 1874 a note on James M. Stamper for \$500.00 which will become due January 1st 1878 and other notes on other parties amounting in the aggregate to \$31.67. And the said Real Sawson being willing to secure the ultimate and final payments of all of said notes except the note of \$600. on said Fulkerson on which the said Hatcher is to take without any recourse whatever upon said Sawson. Now in the said premises considered, the said Monaghan wife doth hereby retain the vendors lien upon the lands hereby conveyed until all of said notes

shall be full and true and exact to the note on
the said L. S. Fulkerson.

Witness the following Signatures and Seals

James M. Moneyhun Seal

his
Almira Moneyhun Seal

Commissaries Office Jonesville Va. May the 5th 1877.

I Henry J. Morgan a Commissioner in Chancery
of the circuit Court of Lee County the same being
a Court of record do certify that James M. Money-
hun and Almira Moneyhun his wife whose
names are signed to the foregoing deed bearing
date May the 5th 1877 each personally ap-
peared before me in said County and acknowl-
edged the said writing to be their joint act and deed.
And Almira Moneyhun wife of the said James M.,
being examined before me privately and apart
from her said husband and having the deed
aforesaid fully explained to her, declared that
she had willingly signed and executed the same
and did not wish to retract it.

Given under my hand this 5th of May 1877

Henry J. Morgan Comm.

Real Estate

James M. Moneyhun

Almira Moneyhun

Recorded in Deed

Book No 18. Page 124

R. W. Morgan

128-
358-
475-
10.11.1877

Oct 6th 1877

This Deed made this 11th day of Sept. 1881.
between Francis Slagle & Louisa S. Slagle
his wife of the first part and M. S. Bishop
of the other part, all of Lee County Virginia.
Witnesseth that said Slagle & wife for
and in consideration of the sum of
Seven hundred and fifty dollars in
hands paid and paid and agreed
to be paid the receipt of which is hereby
acknowledged the said Francis Slagle
& wife doth by these presents give grant
bargain sell deliver and convey unto the
said M. S. Bishop a certain tract or parcel
of land lying and being in said county
of Lee and on the east or south side
of Powell's river near "Millman's ferry"
and is a part of the tract of land conveyed
to said Slagle by Thos. Larrison and is
bounded as follows: Beginning at
a stake in a spring in Station Creek at
corner to M. Delp & M. S. Bishop and thence
with said Delp line it 4 1/2 to 10 poles to a
stake near the wharves fence, thence with
said wharves fence 1 1/2 to 25 poles to a stake
at the road, near the drum barrel thence
it 25 to 26 poles and it links to a stake
in the middle of the main like road and
a line of the late A. L. Loyd's farm

hence with a line thereof 8105 to 70 poles
to a stake in the middle of said station
creek and thence with the middle of said
creek as it meanders about 113 poles to the
beginning containing 28 3/4 acres be the same
more or less To have and to hold the
same with all its appurtenances unto the
said W. S. Bishop and his heirs forever
and the said France Slagle herely
covenants that they will warrant generally
the title to the land herely conveyed
and the said Slagle herely retains
the vendors interest the purchase money
is fully paid. Witness the following signa-
tures & seals the day and year first
above written.

France ^{his} Slagle	Seal
Louisa ^{and} Slagle	Seal

VIRGINIA, LEE, COUNTY, TO WIT:

I, John R. Gibson clerk of the county court for the county aforesaid, in the State of
Virginia, do certify that France Slagle & Louisa J. D. Slagle,
whose names are signed to the writing above, bearing date on the 8th day of
September 1888, have acknowledged the same before me, in my
county aforesaid and said deed is admitted to record. Given under my hand this 8th
day of September 1888.

John R. Gibson

871

Wm. G. Bishop
From Decr.

Francis Lloyd

Recorded in Decr. Book

Number 22 Page 324

John R. Wilson Clerk

Examined Oct 20 1889

Jan 100

C. 125

8-25

100

This deed made this 27 day of October 1882 between
Kial Lawson of the first part and William G. Bishop
of the second part, both of the County of Lee State of Virginia,
Witnesseth that the said Kial Lawson for and in consider-
ation of Two hundred and fifty dollars to be paid January
the 1st 1883 and Two hundred and Seventy dollars to be paid
January 1st 1884 with interest on the last named sum from
Oct 17 1882 by said Bishop to him the receipt whereof
is hereby acknowledged. The said Lawson doth by these
presents give grant bargain sell deliver and convey
unto said William G. Bishop and his heirs forever a
tract or parcel of land lying and being in said County
of Lee containing 61 acres more or less and on the south
side of Powell's river and the same being a part of
the land conveyed by James M. Monaghan wife to the
said Kial Lawson and lying near "Melbourne's Ferry"
and is bounded as follows to-wit: Beginning on a stake
at the mouth of Station Creek, and thence with the meanders
of Powell's River S 72° W. 14 poles, S 53° W. 13 poles, S 82° W. 22
poles, S 88° W. 17 poles, S 74° W. 20 poles, S 12° W. 28 poles to a
Sycamore thence S 10° E 17 poles, S 23° E 16 poles, S 30° E 13 poles
S 29° E. 18 poles to a beech on the Bank of said river.

thence leaving the river N. 8 E 34 poles to a white Oak.
thence N. 60 E 13 poles to a Beech. N. 50 1/2 E 29 poles to a
Black Oak. S 36 E. 13 poles to a Hickory. S 35 E. 2 poles to a
Sugartree. S 69 E 17 poles to a large poplar, thence S 85 E.
40 poles to a Beech and Hornbeam, an original corner
thence N. 50 E 16 poles to a Beech. thence N. 33 E 6 poles to a
stake at the south end of the dividing line between the
late A. B. Loyd's land and that of M. Elmy, and thence with
said dividing line N. 10 1/2 W. 14 poles to a Stake in the
middle of Station Creek. thence with the middle thereof
as it meanders, about 113 poles to a Stake in a Spring
corner to Mr. Delfs land, and thence N. 56 W. 31 poles
to the beginning To have and to hold said tract
or parcel of land with all its appurtenances unto
the said William G. Bishop and his heirs forever
And the said Rial Lawson hereby covenants that
he will warrant generally the title to the land hereby
conveyed. And the whole of the purchase money
being yet unpaid, the said Rial Lawson hereby reserves
to himself the vendors lien until the same is fully
paid, Witness the following signature & Seal.

Rial^{his} Lawson & Co (Seal)
mark

Virginia Lee County trust.

I Henry J. Morgan a Commissioner in chancery of the Circuit Court of Lee County, the same being a court of record, do certify that Rial Lawson Sr. whose name is signed to the foregoing deed bearing date October the 27th 1882 personally appeared before me in the said county and acknowledged said writing to be his act and deed. Given under my hand & seal this 27th day of Oct. 1882

Henry J. Morgan Court Clerk

Virginia, Lee County Court Clerk's office Nov. 1st 1882

The foregoing deed bearing date Oct. 27th 1882 between Rial Lawson Sr. of the first part, and William G. Bishop of the second part, both of Lee County Virginia, was this day admitted to record upon the Certificate of Henry J. Morgan a Commissioner in chancery for the Circuit Court of Lee County Virginia.

John R. Gibson Clerk

William G. Bishop

From } Deed - 61 acres

Rial Lawson Sr.

Recorded in Deed

Book to Vol 8, 70 & 71.

John R. Gibson Clerk

1.00
61.25
Paid \$ 2.25

Sarah J. Milbourn
against

} In chq.

Jacob H. Poter et als

In this cause
the following facts are agreed:
That John Milbourn departed this
life in the State of Texas on the
day of Nov. 1876. That the plaintiff is his
widow. That John Milbourn about
the day of 1868, lived upon
the Ferry farm, and claimed it as
his own, and that he afterwards swapped
or exchanged it with George B. Milbourn
for the place known as the Cicil place
and they each moved, John to the Cicil
place & George B. to the Ferry. That af-
terwards about the year 1866, John
swapped or exchanged the Cicil place
to Henry Milbourn an other brother
to the Cane Creek or Wright Stickley
place and about the latter year moved
to it and remained there until he sold
out to Stickley. That he never after-
wards laid ^{or} claimed the Cicil or
Ferry place. That George B. Milbourn
did after that claim the Ferry farm
and about the year 1870, ^{or} sold it to one
~~James M. Milbourn~~ ^{James M. Milbourn} ~~James M. Milbourn~~
Judson Thatcher, who afterwards

Sold the same to ~~Jackson Haydon~~ ~~James M. Thompson~~
each of which latter parties paid for
the same, and went into possession
thereof & so remained openly continuously
and adversely to all persons, until the
~~5th day of May 1877~~; when
Andrew Milburn & wife who had all
the time held the legal title conveyed the
same to said ~~James M. Thompson~~ ^{Rail}; and he having
~~paid the same on 5th day of May~~
1877, conveyed it to ~~Rail~~ ^{Rail} Lawson, who
conveyed parts thereof to Wm. Delf Francis
Slagle & Wm. G. Bishop & Slagle afterwards
to Wm. G. Bishop.

And that all these parties have been in
possession claiming the same as their own
That Henry Milburn sold the said
place to one M. C. Parsons who
went into the possession thereof, and
sold parts thereof to, Jacob H. Pate
Daniel Hall, W. F. Wood Thomas Cecil
John S. Hall.

And on the 12 day of March 1880
Andrew Milburn & wife who had
all the time been the legal title holders
of this tract conveyed to M. C. Parsons
& Jacob H. Pate & his lot, And

in M. C. Parsons deed, Henry
Milburn and wife also joined
Copies of all which deeds are
agreed to be filed to show the
prices paid and particular descrip-
tion of the land. And on this tract
as on the other the parties it is
agreed took & held possession
under their respective purchases
claiming adversely openly con-
tinuously & uninterruptedly all the
time - and was so in pos-
session at the time John Milburn
died and at the institution of this
suit each party claiming through
the services shown by their deeds.
The question of the price paid
John Milburne, the improvements
made after he sold it and the
exact ascertainment of the
particular meter and bounds
of such land is reserved to be
hereafter agreed or set up
by proof. It is further agreed
that nothing herein shall be so
construed as to prevent the parties
from denying or proving
that John Milburn purchased the
Cane Creek tract and ~~and died~~

Sarah J. Milbourn
against

} In chq.

Jacob F. Poter et als

In this cause
the following facts are agreed:
That John Milbourn departed this
life in the State of Texas on the
day of Nov. 1876. That the self is his
widow. That John Milbourn about
the day of 1868, lived upon
the Ferry farm, and claimed it as
his own, and that he afterwards swapped
or exchanged it with George B. Milbourn
for the place known as the Cicil place
and they each moved, John to the Cicil
place & George B. to the Ferry. That af-
terwards about the year 1866, John
swapped or exchanged the Cicil place
to Henry Milbourn an other brother
to the Cane Creek or Wright Stickley
place and about the latter year moved
to it and remained there until he sold
out to Stickley. That he never after-
wards laid ^{or} claimed the Cicil or
Ferry place. That George B. Milbourn
did after that claim the Ferry farm
and about the year 1870, ^{or} sold it to one
~~James M. Milbourn~~ ^{James M. Milbourn} ~~James M. Milbourn~~
Judson Thatcher, who afterwards

Sold the same to ~~Judson Haydon~~ ~~James M. Thompson~~
each of which latter parties paid for
the same, and went into possession
thereof & so remained openly & continuously
and adversely to all persons, until the
~~5th day of May 1877~~, when
Andrew Milburn, & wife who had all
the time held the legal title conveyed the
same to said ~~Henry~~ ^{Richard} ~~Thompson~~; and he having
~~sold the same on 5th day of May~~
1877, conveyed it to ~~Richard Thompson~~, who
conveyed parts thereof to Wm. Delf Francis
Sledge & Wm. G. Bishop & Sledge afterwards
to Wm. G. Bishop.

And that all these parties have been in
possession claims the same as their own
That Henry Milburn sold the said
place to one M. C. Parsons who
went into the possession thereof, and
sold parts thereof to, Jacob. F. Pate
Daniel Hall, W. F. Wood Thomas Cecil
John S. Hall.

And on the 12 day of March 1880
Andrew Milburn & wife who had
all the time been the legal title holders
of this tract conveyed to M. C. Parsons
& Jacob F. Pate & his lot, And

in M. C. Parsons deed, Henry
Milburn and wife also joined
Copies of all which deeds are
agreed to be filed to show the
prices paid and particular descrip-
tion of the land. And on this tract
as on the other the parties it is
agreed took & held possession
under their respective purchases
claiming adversely, openly, con-
tinuously & un-interruptedly all the
time - and was so in pos-
session at the time John Milburn
died and at the institution of this
suit each party claiming through
the services shown by their deeds.
The question of the price paid
John Milburne, the improvements
made after he sold it and the
exact ascertainment of the
particular meter and bounds
of such land is reserved to be
hereafter agreed or set up
by proof. It is further agreed
that nothing herein shall be so
construed as to prevent the parties
from denying or proving
that John Milburn purchased the
Cane Creek tract and, and did

did not swap or exchange
the agreement in the first part
of this paper that it was a
swap or exchange is set a
side & that question reserved
with ~~either~~ ^{per} leave for either
party hereto to proceed on that
question as if nothing had been
said about ^{it} in this paper.

Severell & Lawrence atty
for the Defendant
James H. Croft atty
for the Plaintiff

Wm. F. Woodstock
att. for Defendant

Charles J. Wilson

Filed Feb. 20/87
J. S. Woodstock att.

A. L. Hydemore,
Attorney at Law,

Jonesville, Lee Co., Va., Oct 28 1890

Dear Sir:

In the case of
Sarah J. Milbourne v. Wm Delph
and many others a chancery
Cause, in which the plff seeks
dower submitted to you at
last term of Lee Court; The defts
rely upon its statute of Limita-
tion as a bar to the plffs re-
covery. The facts as shown by
the evidence are about these.

Andrew Milbourne, the father
put John Milbourne the son
into the possession of the
lands shown by the pleading.
These he exchanged several times
and the lands were finally
sold to outsiders and then

Andrew Milburne Conveys these
lands to Strangers by Covenant
of General Warranty, before the
death of John Milburne and
these vendees go into possession
and the admitted state of facts
show that they have held the same
under these deeds, and before
their execution openly adver-
sely, continuously and notoriously
ever since - That John Milburne
had been dead more than
ten years before the p[er]son his
widow files her bill for
Dower. Under these state of
facts it is submitted that
the law is for the Defts, and that
they are amply protected by
Sec. 2915 Code of 1887 V. 698
American & English Encyclopedia
Article Dower.

A. L. Pridemore,
Attorney at Law,

3

Jonesville, Lee Co., Va., 189

And this claim is borne out as
we think by the very recent case
of *Hannon v. Horenshan*, ^{85 Va Cases}
85, P 429. Where it will be
seen a widow holding the
Curtilage after the death of
the husband can not hold
adversely, but the whole
course of reasoning shows
that if there is an adverse
holding then the law protects
as well from power as
any other interest in land
We admit that if the land
had been held by the heirs
of John Milbourne then that
limitation does not apply
but it is different where
the holding is by a stranger
from a stranger. From what
you told me no doubt your

Liberty will afford you
more ample authority than we
have at hand. At the point
has ever been decided in Va
I fail to find it. The cita-
tions found under the section 2915
you are also referred to.

The question of the exchange
of one tract for another
was done in all but one
I do not think is seriously
denied if so it is well
settled if the Court should
hold the plaintiff entitled to
dower at all an enquiry
would be necessary to as-
certain what lands she
should take and their original
value with a view to pay the
interest on the purchase. Yours truly
(over) A. L. Pridemore

I have not had an opportunity
to submit this to the
opposite Council you can
hand it to Judge Richmond.

A. L. P.

— J. B. Richmond —

ATTORNEY AT LAW,

Estillville, Scott Co., Va., 188

In re.

Sarah J. Milburn

vs.

In Chancery.

Wm. P. Wood chas

Complainant brings suit for Dower,
see Code Sec., 2267-8.

Barnard vs Edwards 17. am decision 403

Sellman vs. Brown 25 " " 524

Mahony vs Young 28 " " 114

The above authorities on point
of limitation and relinquishment
by exchange of lands.

JBR

Recd of Sarah J. Milbourn by J. W.
Orc. One dollar and twenty five
cents for copy of deed W. Stickley
from Mr Warner. Apl 23rd 1891
J. R. Gibson clk.

S. Malbone

1.55-

Received of Sarah J Millanow, by the
hands of James W Orr her atty, two dollars
- Eighty cents, my Costs in Chancery
suit, in her favor against. Wm P Wood
& others. in Lee Circuit Court.

April 23rd 1891.

A B Muncey S.C.

A. B. Mims
- Shiff

Nov 6, 1880

Shiff

Sarah Milbourn
against-
Wm P Wood et als.

The limitation provided for in Sec 2918- Code, begins to run, only, when the possession is adverse, and the limitation there provided for can only apply to a widow in regard to recovering possession of her dower after it has been assigned her, and in no case will limitation bar her recovery where the party in possession, and against-whom she claims, derived his possession from the husband, because his possession is not adverse to her and the statute does not run. I suppose Judge R's authorities will sustain this view & refer to Angell on Limitations, by May.

Exchange

To be an exchange, it must be clearly proved, as by the deeds between the parties, and must be technically an exchange. See Minor (I forget which Volume) The deed from Warners and John Milbourn & wife to Wright Stickley, filed as evidence, shows that Warners sold the land to John Milbourn for \$2400 - and not to Henry Milbourn, and can not be contradicted by oral statements of witnesses who evidently know nothing of the facts. So John did not exchange the Cecil place with his brother Henry for the Cane Creek (Warner) place, as claimed by depts. But we can see no difference between an exchange and a sale by the husband if the wife does not join and relinquish her contingent right of dower. Our Statute, Sec 2267 provides in broad terms what a widow is entitled to dower in, and makes no exceptions, unless her right has been lawfully barred or relinquished. The claim by depts that plaintiff has had her dower in Texas. I suppose is not seriously made.

James W Orr for
Plff.

Sarah J. Hullsoun
vs. Brief
Jm P Wood. et al.

To Mr P Wood, Daniel Call, Jacob V. Eteet,
Piel Lansen, Sarah Duff, Lema, Collins
Job Eateet, John Hall, James Shcher, Andrew
Brenner, Mr G Bishop, Mr Delf, Mr S. Hurst
- L. C. Shelburne.

You will please take notice
that on the 19th day of ~~January~~^{February}, 1890, at the
Clerk's office of the Circuit Court of Lee
County Virginia, in Fincastle Va. I will pro-
ceed to take the depositions of George Smith
& others which depositions when taken are
intended to be read as evidence in my be-
half in a certain suit in chancery now
pending in said ^{Circuit} Court, wherein I am
plaintiff and you are defendants and if
from any cause the taking of said deposi-
tions is not commenced on that day or if
commenced is not completed on that day,
the taking of the same will be adjourned
from day to day and from place to place
until completed. Respectfully.

Feb
19th 1890.

Sarah Williams
by Counsel.

James Milhouse

183

Am B Woodall

Executed by Wm Delph
by delivering a
Copy of the within notice
to Wm Delph 1889

A B Munsey

Executed by delivering a
Copy of the within notice
to Jas M Abshire Rial
Lanson Jacob F Patet &
Wm G Bishop this the 10th
day of Feb 1890

A B Munsey
S L C

14
The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*Wm P. North, Daniel
Wall, Jacob H. Poter, Beal Longson
Sarah Duff, Lamine Collins, Job Poter
John Hall, James Absher, Andrew Brunner
Wm L. Bishop, Wm Deaf, Wm L. Hurst
and L. C. Shelburn*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the ~~first~~ Monday
in ~~April~~ next, being rule day to answer a bill in Chancery exhibited in our said Court
against *these* by *Daniel J. McBurn*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *12th* day of *March* 18*87*, in the 11 *3* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

J. A. G. Hyatt

L. G. Shelburne

16.46

378-

17.71

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting.

We Command You to Summon

*Wm. F. Neal, Daniel
Hall, Jacob S. Pattee, Daniel Lawson
Lamb Duff, Levisa Collins, John Pattee
John Hall, James Absher, Andrew Brummer
Wm. S. Bishop, Wm. Oelf, Wm. H. Hersh
and L. C. Shelburne*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *March 1857* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *Sarah J. Milbourne*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *15th* day of *March* 18*57*, in the 11 year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

*14
13
11 3
182*

(R 100)

I accept liquid Reserve of the Southern
Bk of Ala, March 15 / 88.

W. S. Kitchin

Sarah J. Milbourne
per ^{my} Special Agent
H. S. Wood et al
do 1st April 1889

Executed on all
the defendants
except L. L. Shelburne
March 26 / 88.
H. S. Slattery, S. L. Co

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

John P. Graham ^{Summo}
George Sprinkle, *Russell Clauson* ^{Summo}, *Jeremiah Fugate*.

undersigned Commissioner
To appear before the Judge of our Circuit Court of Lee County, at the courthouse on the *19th*
day of *Feb* 1890 *at his office in Jonesville Va.*
term next to testify and the truth to speak in behalf of

Sarah Milhousen in certian matters of controversy
pending in our said Court between *said Milhousen*

Plaintiff, and

Wm P Wood et als

Defendants. And this

they shall in no wise

omit under the penalty of Twenty Dollars. And have then there this writ. Witness, J. A. G. Hyatt,

Court
Clerk of our said Court at the Courthouse.

This *10th* day of *Feb* 1890, in the 11 year of the Commonwealth.

John A. G. Hyatt ^{Clerk}
Court

Sarah Millhouson

vs. { Spd.

Wm P Woodrals

Feb' 19th 1890.

Executed by Sum the
within witnesses this
the 19th of Feb'y 1890

A. B. Munsey
S. L. C.

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

^{as before we have done}
We Command You to Summon

*Wm. D. Wood, Daniel
Hall, Jacob F. Poteet, Rial Lawson
Sarah Duff, Lavina Collins, Job Poteet
John Hall, James Aleshen, Andrew Brown
W. G. Bishop, Wm. Delph, W. S. Hurst
and L. C. Shelburn*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the ^{third} ~~first~~ Monday
in *June 1889* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *Sarah J. Millburn*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This *7th* day of *June* 18*89*, in the 11³ year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

S. J. Milbourn
Alias
res 3 Spanish
Wm P. Wood et al

To 2^d June Rules 1889

Executed by deliver-
ing and affic-
copy within
summon to
L. C. Shelburne
June 15 1889
R. D. Blaney \$5.6